

EXHIBIT "B"
TO
AMENDED AND RESTATED AGREEMENT FOR SERVICES IN LIEU OF ANNEXATION

FIREFIGHTING SERVICES AGREEMENT

STATE OF TEXAS

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FIREFIGHTING SERVICES AGREEMENT

COUNTY OF BEXAR

This Firefighting Services Agreement ("*Agreement*") is entered into by and between the CITY OF SAN ANTONIO, a Texas home-rule municipality, situated primarily within Bexar County, Texas, hereinafter referred to as "*City*," acting by and through its City Manager, pursuant to Ordinance No. 96603, passed and approved on the 24th day of October, 2002, and LUMBERMEN'S INVESTMENT CORPORATION, a Delaware corporation acting through its authorized representative, herein referred to as "*Landowner*." City and Landowner collectively are referred to as "*Parties*." This Agreement is entered into by the Parties pursuant to authority granted under *Section 43.0563, Texas Local Government Code*.

RECITALS

A. Landowner is the owner of an aggregate of approximately 2,597.6473 acres of real property in Bexar County, Texas, as described on an instrument attached hereto for all purposes as **Exhibit "A"**, referred to herein as the "*Land*", which is located within the exclusive extraterritorial jurisdiction of City.

B. Landowner desires to develop the Land with a high quality, master-planned community; a full service, resort style hotel; single and multi-family residential housing; related commercial uses; and two (2) or more golf courses.

C. Pursuant to *Section 43.0563, Texas Local Government Code*, City, the five representatives appointed by the Bexar County Commissioners Court under *Section 43.0562(b)* and Landowner have entered into that certain Agreement For Services In Lieu of Annexation (the "*Services Agreement*"), pursuant to which City has agreed to the continuation of the extraterritorial status of a portion of the Land for a period of fifteen (15) years, subject to the terms of such Services Agreement.

D. The Services Agreement contains and incorporates by reference this form of Firefighting Services Agreement for the provision of fire protection for the Land and its inhabitants, which City and Landowner have agreed to enter into pursuant to the provisions of the Services Agreement.

NOW THEREFORE, the Parties hereto severally and collectively agree and by the execution hereof are bound to the mutual obligations herein contained and the performance and accomplishment of the tasks hereinafter described:

**ARTICLE I
PURPOSE**

1.01 The purpose of this Agreement is to establish and clarify each Party's obligations, costs, and the manner and method of providing fire protection and fire fighting services to the structures to be built and located on the Land.

1.02 This Agreement is a contract for coverage only and not a partnership or joint venture between the Parties.

**ARTICLE II
TERM**

The initial term of this Agreement shall be from the date of execution of this Agreement by City and Landowner (the "*Effective Date*") with a termination date of September 30 next occurring after the Effective Date. Thereafter, the Parties shall renew the Agreement on an annual basis to run contemporaneously with City's fiscal year ("*Fiscal*

Year”), which begins October 1 and ends September 30. The yearly renewal shall be automatic upon the expiration of the initial term and each succeeding one (1) year term, subject to ARTICLE VI hereof.

ARTICLE III CONSIDERATION

3.01 Annual Fee. Landowner agrees to compensate City for providing firefighting services pursuant to this Agreement by paying an annual fee equal to 5.162 cents per \$100 valuation of the assessed value of all portions of the Land included in a subdivision plat approved by City's Planning Commission. Such assessed value shall be established annually by Bexar Appraisal District. The initial valuation shall be the valuation most recently established by Bexar Appraisal District prior to the Effective Date.

3.02 Response Fees. The annual fee described in Section 3.01 will not include the response fee(s) required for hazardous materials (HAZMAT) incidents, as such fee(s) are established in City Ordinance No. 72267, as amended.

3.03 Invoices. Commencing upon the Effective Date, City shall submit invoices on the tenth (10th) day of each month to Landowner representing 1/12th of the fee agreed to for the applicable fiscal year. The invoices shall be sent by City to Landowner at the address provided in Section 9.01 of this Agreement. Within thirty (30) days of receipt of an invoice, Landowner shall remit payment of the invoice to City Finance Department at P.O. Box 839966, San Antonio, Texas 78283-3966, or such other address as may be hereafter provided to Landowner in writing.

ARTICLE IV DEVELOPMENT AND CONSTRUCTION

4.01 Conveyance and Development. Landowner covenants and agrees:

(a) If Landowner is not the owner of all of the Land on the Effective Date (as defined in the Services Agreement), Landowner shall obtain the execution of this Agreement by all owners of the Land on the Effective Date.

(b) The development of the Land and the construction of all commercial buildings thereon will be subject to and governed by all provisions and requirements of the Unified Development Code (as defined in the Services Agreement and as same may be amended, from time to time, as described in the Services Agreement) directly relating to fire prevention and safety.

4.02 As a condition to receive service under this Agreement, the Parties agree and understand that each landowner constructing a commercial building on the Land must provide (a) two copies of the plans and specifications for such commercial building to the Director of Developmental Services; (b) reasonable access to persons designated by the City for the purpose of inspecting the commercial building; and (c) an engineers site plan, showing the location of the new building or buildings to be provided fire protection prior to the date construction starts, to the City Fire Chief.

4.03 In the event of any conflict between the terms and conditions of this Agreement and the Services Agreement, the relevant terms and conditions of the Services Agreement shall take precedence over the terms and conditions of this Agreement.

ARTICLE V ACKNOWLEDGMENTS AND REPRESENTATIONS

5.01 City hereby represents that it will use its best efforts in providing fire protection and fire fighting services as provided in this Agreement; however, Landowner hereby acknowledges and understands that because the Land lies outside of its municipal boundaries, City's response time to a fire alarm may be increased due to such location and agrees that the risk associated with the potential increase in response due to geographic location is acceptable and that City will not be held liable for any additional time required to respond to a fire alarm due to the location of the Land.

5.02 Landowner acknowledges and agrees that when any building or structure on the Land is on fire or may be deemed to be hazardous and likely to take fire or communicate the fire to other buildings, City, through its Fire Chief or designated representative, may do whatever may be deemed necessary by him for the safety and protection of property and citizens when controlling a fire.

5.03 Landowner hereby acknowledges, understands and agrees that, City does not in any way assume to act as an insurer of the structures covered under this Agreement or to pay for any damage that may occur as a result of fire, water, or explosion nor does City assume any obligation under the terms of this Firefighting Services Agreement to construct fire stations, purchase fire fighting equipment, or hire manpower. Rather, Landowner agrees and understands that it is not entitled to any greater protection than residents located within the City receive.

ARTICLE VI TERMINATION

6.01 City may terminate this Agreement at any time for Landowner's non-payment of the fire protection fees set out under Article III of this Agreement provided the non-payment continues uncured for a period of ninety (90) days from the date Landowner receives written notice from the City of its failure to pay the required fees. The foregoing notice of cancellation or intention to cancel or terminate this Firefighting Services Agreement shall specifically state

- (a) the sums then due and owing;
- (b) that the Landowner's failure to make the required payment within ninety (90) days of the date of the written notice shall result in cancellation or termination of this Agreement; and
- (c) the date upon which the payment must be received by City to prevent cancellation of this Agreement.

6.02 Either party may terminate this Agreement, with or without cause, by giving not less than one hundred eighty (180) days written notice of termination to the other party.

6.03 If the Services Agreement is terminated for any reason, Landowner may terminate this Agreement upon thirty (30) days written notice to City.

6.04 If the Land is annexed by City, this Agreement will automatically terminate.

ARTICLE VII SUBSEQUENT LANDOWNERS

Landowner covenants and agrees to include the following special provisions in any deed or lease of any part of the Land hereafter executed by or on behalf of Landowner:

"This (conveyance or lease, as applicable) is made and accepted subject to the following provisions: (Grantee or lessee, as applicable) hereby assumes and agrees to perform the terms and conditions of that certain Firefighting Services Agreement between the City of San Antonio and Lumbermen's Investment Corporation, of record in the Real Property Records of Bexar County, Texas, as to the parcel hereby (conveyed or leased, as applicable)."

ARTICLE VIII SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event, it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

**ARTICLE IX
NOTICES**

9.01 Except as otherwise required, for purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY: City of San Antonio
100 Military Plaza, 1st Floor
San Antonio, Texas 78207
Attention: Director of Development Services

With copies to: City Clerk
100 Military Plaza, 2nd Floor
San Antonio, Texas 78205, and

City Attorney
100 Military Plaza, 3rd Floor
San Antonio, Texas 78205

LANDOWNER: Lumbermen's Investment Corporation
5495 Beltline Road, Suite 225
Dallas, Texas 75240
Attention: President

With a copies to: Lumbermen's Investment Corporation
1300 S. MoPac Expressway
Austin, Texas 78746
Attention: General Counsel

Akin Gump Strauss Hauer & Feld LLP
300 Convent, Suite 1500
San Antonio, Texas 78205
Attention: M. Paul Martin

9.02 Notice of change of address by either party must be made in writing delivered to the other party's last known address.

**ARTICLE X
ENTIRE AGREEMENT**

The terms of this Agreement constitute the entire understanding between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Agreement may only be amended or modified by mutual consent of the parties hereto in writing signed by both parties, and in the case of City, approved by action of City Council.

**ARTICLE XI
LAW APPLICABLE**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and is performable in Bexar County, Texas.

**ARTICLE XII
PARTIES BOUND**

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

**ARTICLE XIII
GENDER**

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**ARTICLE XIV
CAPTIONS**

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

**ARTICLE XV
NO PARTY DEEMED DRAFTER**

Each Party has thoroughly reviewed and revised this Agreement and has had the advice of counsel prior to execution hereof, and the Parties agree that none of them shall be deemed to be the drafter thereof.

**ARTICLE XVI
USE OF DEFINED TERMS**

Any defined term used in the plural shall refer to all members of the relevant class, and any defined term used in the singular shall refer to any number of members of the relevant class. Any reference to this Agreement or any Exhibits hereto and any other instruments, documents and agreements shall include this Agreement, exhibits and other instruments, documents and agreements as originally executed or existed and as the same may from time to time be supplemented, modified or amended.

**ARTICLE XVII
COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but taken together shall constitute only one document.

[SIGNATURE PAGE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS THEREOF, this Agreement is executed in duplicate originals this ____ day of _____ A.D. 200 ____.

CITY OF SAN ANTONIO, TEXAS

LUMBERMEN'S INVESTMENT CORPORATION

BY: _____
Terry M. Brechtel
City Manager

BY : _____
John Pierret
Executive Vice President

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENT

EXHIBIT "A" Description of the Land

**EXHIBIT A
TO
FIREFIGHTING SERVICES AGREEMENT**

TRACT ONE

A 1392.7 acre, or 60,666,506 square feet, more or less, tract of land being comprised of Evans - North Loop Subdivision recorded in Volume 9544, Page 33 of the Deed and Plat Records of Bexar County, Texas, and that 1394.189 acre tract recorded in Volume 5792, Pages 1701-1709 of the Official Public Records of Real Property of Bexar County, Texas. Said tract being out of the E. Martin Survey No. 89, Abstract 524, County Block 4909, the Rompel Koch & Voges Survey No. 1, Abstract 1020, County Block 4901, the W.M. Brisbin Survey No. 89½, Abstract 54, County Block 4900, the El Paso Irr. Co. Survey No. 92.1, Abstract 845, County Block 4910 and the Adolphus Harnden Survey No. 478 1/3, Abstract 350, County Block 4911 of Bexar County Texas. Said 1392.7 acre tract being more fully described as follows:

- BEGINNING:** At a found ½" iron rod with a yellow cap marked "Pape-Dawson" in the north right-of-way line of Evans Road, a 110-foot right-of-way, said iron rod also being the southeast corner of Fossil Ridge Subdivision, Unit 1, recorded in Volume 9548, Pages 197-204 of the Deed and Plat Records of Bexar County, Texas, out of a 403.9458 acre tract described in instrument recorded in Volume 5257, Pages 1293-1301 of the Official Public Records of Real Property of Bexar County, Texas, a corner of the aforementioned 1394.189 acre tract;
- THENCE:** N 23°23'37"W, bearings being based of the North American Datum of 1983, from State Plane Coordinates established for the Texas South Central Zone, departing the north right-of-way line of Evans Road, along and with the east line of Fossil Ridge Subdivision, a distance of 1203.02 feet to a found ½" iron rod at an angle point, (N 24°59'47"W, 1274.56' by deed, the distance of 1274.56 feet being comprised of this call for 1203.02 feet, and the remainder being the distance to the old right-of-way line of Evans Road which is described in a Evans Road right-of-way map dated April of 1987);
- THENCE:** N 23°30'17"W, along and with the east line of Fossil Ridge Subdivision, a distance of 450.07 feet to a found ½" iron rod set in concrete at an angle point;
- THENCE:** N 23°32'11"W, along and with the east line of Fossil Ridge Subdivision, a distance of 709.21 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point, said iron rod also being the southwest corner of a 229.000 acre save and except tract described in instrument recorded in Volume 5792, Pages 1701-1709 of the Official Public Records of Real Property of Bexar County, Texas, said 229.00 acre save and except tract being out of a 1623.189 acre tract recorded in Volume 3041, Pages 979-983 of the Official Public Records of Real Property of Bexar County, Texas, (N 25°07'30"W by deed);
- THENCE:** N 73°12'18"E, departing said east line of Fossil Ridge Subdivision, a distance of 2007.69 feet to a point;
- THENCE:** N 01°22'40"W, a distance of 376.50 feet to a point;
- THENCE:** N 13°37'20"E, a distance of 825.00 feet to a point;
- THENCE:** N 23°30'23"W, a distance of 400.85 feet to a point;
- THENCE:** Along the arc of a curve to the left, said curve having a radial bearing of N65°11'27" W, a radius of 760.00 feet, a central angle of 48°18'57", a chord bearing and distance of N 00°39'05" E, 622.06 feet, and an arc length of 640.89 feet to a point;

THENCE: Along the arc of a curve to the right, said curve having a radial bearing of N58°53'08" E, a radius of 1000.00 feet, a central angle of 55°55'25", a chord bearing and distance of N 03°09'09" W, 937.77 feet, and an arc length of 976.05 feet to a point;

THENCE: N 31°06'52"W, a distance of 110.00 feet to a point;

THENCE: S 58°53'08"W, a distance of 486.65 feet to a point;

THENCE: Along the arc of a curve to the left, said curve having a radial bearing of S23°53'08" W, a radius of 1000.00 feet, a central angle of 55°00'00", a chord bearing and distance of S 86°23'08" W, 923.50 feet, and an arc length of 959.93 feet to a point;

THENCE: N 66°06'52"W, a distance of 1650.00 feet to a point;

THENCE: Along the arc of a curve to the right, said curve having a radial bearing of N06°06'52" W, a radius of 1400.00 feet, a central angle of 30°00'00", a chord bearing and distance of N 81°06'52" W, 724.69 feet, an arc length of 733.04 feet to a point;

THENCE: S 83°53'08"W, a distance of 126.94 feet to a point;

THENCE: S 23°30'23"E, a distance of 603.61 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" at an interior corner of the said 1394.189 acre tract being the northeast corner of the aforementioned 403.9458 acre Fossil Ridge Subdivision parent tract;

THENCE: S 89°24'59"W, along and with the north line of the 403.9458 acre tract, a distance of 1581.35 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point, (S 87°49'00"W, 7167.93' by deed, the distance of 7167.93 feet being comprised of this call for 1581.35 feet, the next call for 1373.99 feet, 4091.02 feet along the north line of the aforementioned 194.2434 acre tract and a distance of 21.92 feet to the old right-of-way line of Bulverde Road which is described in a Bulverde Road right-of-way map dated November of 1985);

THENCE: S 89°24'59"W, along and with the north line of the 403.9458 acre tract, a distance of 1373.99 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at the northwest corner of the 403.9458 acre tract and the northeast corner of the aforementioned 194.2434 acre tract;

THENCE: S 89°24'59"W, along and with the south line of the 1394.189 acre tract and the north line of the 194.2434 acre tract, a distance of 4090.16 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson" in the east right-of-way line of Bulverde Road and at the northwest corner of the said 194.2434;

THENCE: Along and with the east right-of-way line of Bulverde Road the following bearings and distances;

N 10°32'43" W, a distance of 2.67 feet to a point;

Northeasterly with a curve to the right, said curve having a radius of 999.00 feet, a central angle of 22°37'38", a chord bearing and distance of N 00°46'06"E, 391.97 feet and an arc length of 394.52 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at a point of tangency;

N 12°04'55"E, a distance of 214.65 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at a point of curvature;

Northeasterly, with a curve to the right, said curve having a radius of 1102.00 feet, a central angle of 30°40'02", a chord bearing and distance of N 27°24'56" E, 582.82 feet, and an arc length of 589.84 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at a point of tangency;

N 42°44'57"E, a distance of 274.54 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" at the southwest corner of a 135.532 acre tract described in instrument recorded in Volume 5350, Page 2076-2081 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: N 89°25'08"E, departing the east right-of-way line of Bulverde road, along and with the south line of the 135.532 acre tract, a distance of 5968.30 feet to a found ½" iron rod at the southeast corner of the said 135.532 acre tract;

THENCE: N 23°29'40"W, a distance of 1190.36 feet, (N 25°05'12"W, 3406.40' by deed, the combined deed distance of 3406.40 feet in this call and that of the deed distance of 1064.15 feet quoted in the next call, being comprised of this call of 1190.36 feet, and next two calls of 2783.83 feet, and 494.80 feet), to a found ¼" iron rod at the northeast corner of the 135.532 acre tract and the southeast corner of a 1350.297 acre tract recorded in Volume 4859, Pages 292-312 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: N 23°29'40"W, along and with the east line of the 1350.297 acre tract, a distance of 2783.83 feet, (N 25°18'04"W, 1064.15' by deed) to a found ½" iron rod marked MBC at an angle point;

THENCE: N 23°54'32"W, along and with the east line of the 1350.297 acre tract, a distance of 494.80 feet to a found ½" iron rod at the northwest corner of this tract;

THENCE: N 55°13'56"E, along and with the south line of the 1350.297 acre tract, a distance of 346.08 feet to a found ½" iron rod at an angle point;

THENCE: N 55°17'34"E, along and with the south line of the 1350.297 acre tract, a distance of 381.68 feet to a found ½" iron rod at an angle point;

THENCE: N 54°44'11"E, along and with the south line of the 1350.297 acre tract, a distance of 894.23 feet to a found ½" iron rod at an angle point, (N 53°31'36"E, 2026.43' by deed);

THENCE: N 55°46'21"E, along and with the south line of the 1350.297 acre tract, a distance of 403.85 feet to a found iron rod in the northwest corner of a 785.4 acre tract out of a 927.064 acre tract recorded in Volume 5362, Pages 756-764 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: S 54°16'26"E, departing the south line of the 1350.297 acre tract, along and with the west line of the 785.4 acre tract, a distance of 3325.13 feet to a found iron rod at an angle point, (S 55°52'24"E, 3325.13' by deed);

THENCE: S 54°11'40"E, along and with the west line of the 785.4 acre tract, a distance of 5267.86 feet to a fence post at an angle point, (S 55°47'33"E, 5277.27' by deed);

THENCE: S 50°09'55"E, along and with the west line of the 785.4 acre tract, a distance of 253.64 feet to a found iron rod in the northeast corner of a 51.788 acre tract described in instrument recorded in Volume 7002, Pages 658-662 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: S 03°57'49"E, departing the west line of the 785.4 acre tract, along and with the west line of the 51.788 acre tract, passing at 1048.25 feet a fence post at the southwest corner of the 51.788 acre tract and the northwest corner of a 30.04 acre tract described in instrument recorded in Volume 5362, Pages 1539-1542 of the Official Public Records of Real Property of Bexar County, Texas and continuing along and with the west line of the 30.04 acre tract a total distance of 1479.02 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point, (S 05°30'33"E, 1478.86' by deed);

THENCE: S 08°30'05"E, along and with the west line of the 30.04 acre tract, a distance of 382.99 feet to a found ½" iron rod at an angle point (S 09°56'00"E, 382.42' by deed);

THENCE: S 01°31'55"W, along and with the west line of the 30.04 acre tract, passing at 396.50 feet a fence post at the southwest corner of the said 30.04 acre tract and the northwest corner of a 24.95 acre tract described in instrument recorded in Volume 4884, Pages 1495-1498 of the Official Public Records of Real Property of Bexar County, Texas, and continuing along and with the west line of the 24.95 acre tract a total distance of 1192.66 feet to a found 5/8" iron rod at the southwest corner of the 24.95 acre tract and the northwest corner of a 185.610 acre tract of land described in instrument recorded in Volume 4525, Pages 164-167 of the Deed Records of Bexar County, Texas, (S 00°10'35"E, 1193.13' by deed);

THENCE: S 16°01'29"W, along and with the west line of the 185.610 acre tract, a distance of 5051.21 feet, (S 14°18'24"W, 2685.40' and S 14°33'47"W, 2366.39' by deed); to a found ½" iron rod in the north right-of-way line of Evans Road, a 110 foot right-of-way;

THENCE: N 77°10'31"W, along and with the north right-of-way line of Evans Road, passing at 1600.26 feet the southwest corner of Evans – North Loop Subdivision recorded in Volume 9544, Page 33 of the Deed and Plat Records of Bexar County, Texas, and continuing for a total distance of 2134.38 feet to a found ½" iron rod at a point of curvature;

THENCE: Northwesterly, along the arc of a curve to the right, said curve having a radius of 2578.39 feet, a central angle of 8°52'15", a chord bearing and distance of N 72°44'24" W, 398.80 feet, and an arc length of 399.20 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at a point of tangency;

THENCE: N 68°18'16"W, a distance of 213.96 feet to the POINT OF BEGINNING and containing 1392.7 acres of land, in Bexar County, Texas. Said tract being described in accordance with a survey prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: October 22, 2002

JOB No.: 3538-24

DOC.ID.: H:\3538\24\WORK\FN021018-A4-1394.doc

TRACT TWO

A 229.0 acre, or 9,973,288 square feet, more or less, tract of land being comprised of that 229.00 acre save and except tract described in instrument recorded in Volume 5792, Pages 1701-1709 of the Official Public Records of Real Property of Bexar County, Texas, said 229.00 acre save and except tract being out of a 1623.189 acre tract recorded in Volume 3041, Pages 979-983 of the Official Public Records of Real Property of Bexar County, Texas. Said tract being out of the E. Martin Survey No. 89, Abstract 524, County Block 4909, the El Paso Irr. Co. Survey No. 92.1, Abstract 845, County Block 4910 and the Adolphus Harnden Survey No. 478 1/3, Abstract 350, County Block 4911 of Bexar County Texas. Said 229.0 acre tract being more fully described as follows:

COMMENCING: At a found ½" iron rod with a yellow cap marked "Pape-Dawson" in the north right-of-way line of Evans Road, a 110-foot right-of-way, said iron rod also being the southeast corner of Fossil Ridge Subdivision, Unit 1, recorded in Volume 9548, Pages 197-204 of the Deed and Plat Records of Bexar County, Texas, out of a 403.9458 acre tract described in instrument recorded in Volume 5257, Pages 1293-1301 of the Official Public Records of Real Property of Bexar County, Texas, and a corner of a 1,394.189 acre tract described in instrument recorded in Volume 5792, Pages 1701-1709 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: N 23°23'37" W, bearings being based of the North American Datum of 1983, from State Plane Coordinates established for the Texas South Central Zone, departing the north right-of-way line of Evans Road, along and with the east line of Fossil Ridge Subdivision, a distance of 1,203.02 feet to a found ½" iron rod at an angle point, (N 24°59'47" W, 1,274.56' by deed, the distance of 1,274.56 feet being comprised of this call for 1,203.02 feet, and the remainder being the distance to the old right-of-way line of Evans Road which is described in a Evans Road right-of-way map dated April of 1987);

THENCE: N 23°30'17" W, along and with the east line of Fossil Ridge Subdivision, a distance of 450.07 feet to a found ½" iron rod set in concrete at an angle point;

THENCE: N 23°32'11" W, along and with the east line of Fossil Ridge Subdivision, a distance of 709.21 feet to the POINT OF BEGINNING at a found ½" iron rod with a yellow cap marked "Pape-Dawson", being the southwest corner of the 229.0 acre tract herein described;

THENCE: N 23°31'11" W, along and with the east line of Fossil Ridge Subdivision, passing at 104.93 feet a found ½" iron rod with a yellow cap marked "Pape-Dawson" at the northeast corner of Lot 17, Block 4 of Fossil Ridge Subdivision, and continuing for a total distance of 1,289.32 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" at the northeast corner of said Fossil Ridge Subdivision;

THENCE: N23°31'11" W, along and with the east line of the aforementioned 403.9458 acre Fossil Ridge Subdivision parent tract, a distance of 2,726.01 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" at an interior corner of the said 1,394.189 acre tract;

THENCE: N 23°30'23" W, a distance of 603.61 feet to a point;

THENCE: N 83°53'08" E, a distance of 126.94 feet to a point;

THENCE: Along the arc of a curve to the right, said curve having a radial bearing of S 06°06'52" E, a radius of 1,400.00 feet, a central angle of 30°00'00", a chord bearing and distance of S 81°06'52" E, 724.69 feet, an arc length of 733.04 feet to a point;

THENCE: S 66°06'52" E, a distance of 1,650.00 feet to a point;

THENCE: Along the arc of a curve to the left, said curve having a radial bearing of N 23°53'08" E, a radius of 1,000.00 feet, a central angle of 55°00'00", a chord bearing and distance of N 86°23'08" E, 923.50 feet, and an arc length of 959.93 feet to a point;

THENCE: N 58°53'08" E, a distance of 486.65 feet to a point;

THENCE: S 31°06'52" E, a distance of 110.00 feet to a point;

THENCE: Along the arc of a curve to the right, said curve having a radial bearing of S 58°53'08" W, a radius of 1,000.00 feet, a central angle of 55°55'25", a chord bearing and distance of S 03°09'09" E, 937.77 feet, and an arc length of 976.05 feet to a point;

THENCE: Along the arc of a curve to the left, said curve having a radial bearing of S 5°11'27" E, a radius of 760.00 feet, a central angle of 48°18'57", a chord bearing and distance of S00°39'05" W, 622.06 feet, and an arc length of 640.89 feet to a point;

THENCE: S 23°30'23" E, a distance of 400.85 feet to a point;

THENCE: S 13°37'20" W, a distance of 825.00 feet to a point;

THENCE: S 01°22'40" E, a distance of 376.50 feet to a point;

THENCE: S 73°12'18" W, a distance of 2,007.69 feet to the POINT OF BEGINNING and containing 229.0 acres of land in Bexar County, Texas. Said tract being described in accordance with a survey prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: October 22, 2002
JOB No.: 3538-24
DOC.ID.: 3538\24\Word\FN\021018-A3-229

TRACT THREE

A 187.20 acre, or 8,154,390 square feet, more or less, tract of land out of that 194.2434 acre tract recorded in Volume 3812, Pages 1580-1584 of the Official Public Records of Real Property of Bexar County, Texas, being out of the W.M. Brisbin Survey No. 89½, Abstract 54, County Block 4900 in Bexar County, Texas. Said 187.20 acre tract being more fully described as follows:

BEGINNING: At a found ½" iron rod with a yellow cap marked "Pape-Dawson" in the east right-of-way line of Bulverde Road, an 86-foot right-of-way, being at a northwest corner of Fossil Creek Subdivision, Unit 1, recorded in Volume 9541, Pages 177-178 of the Deed and Plat Records of Bexar County, Texas, and the southernmost corner of the herein described tract;

THENCE: Northwesterly, along and with the east right-of-way line of Bulverde Road with a curve to the left, having a radial bearing of S 67°45'32" W, a radius of 1,313.00 feet, a central angle of 22°59'41", a chord bearing and distance of N 33°44'18" W, 523.42 feet and an arc length of 526.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at the south corner of a 1.511 acre tract known as Parcel 12E, formerly being a portion of the right-of-way of Old Bulverde Road and deeded to Evans Road North Loop Venture in an unrecorded deed executed by County Judge Tom Vickers in July of 1988;

THENCE: Departing the east right-of-way line of Bulverde Road, along and with the boundary of the 1.511-acre tract the following bearings and distances;

N 04°41'26" W, a distance of 198.12 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 21°13'51" W, a distance of 59.48 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 44°11'00" W, a distance of 83.79 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 63°24'38" W, a distance of 432.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 70°15'43" W, a distance of 71.04 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 79°40'49" W, a distance of 370.52 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the east right-of-way line of Bulverde Road;

THENCE: Departing the boundary of the 1.511-acre tract, along and with the east right-of-way line of Bulverde Road the following bearings and distances;

N 58°46'37" W, a distance of 310.51 feet, to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at a point of curvature;

Northeasterly with a curve to the right, said curve having a radius of 1002.00 feet, a central angle of 34°57'20", a chord bearing and distance of N 41°17'57" W, 601.87 feet and an arc length of 611.31 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at a point of tangency;

N 23°49'18" W, a distance of 788.47 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" at a point of curvature;

Northwesterly with a curve to the left, said curve having a radius of 1,475.00 feet, a central angle of 14°53'03", a chord bearing and distance of N 31°15'49" W, 382.10 feet and an arc length of

383.17 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at the south corner of a 0.034 acre tract known as Parcel 12G, formerly being a portion of the right-of-way of Old Bulverde Road and deeded to Evans Road North Loop Venture in an unrecorded deed executed by County Judge Tom Vickers in July of 1988;

THENCE: Departing the east right-of-way line of Bulverde Road, along and with the boundary of the 0.034-acre tract the following bearings and distances;

N 30°24'18" W, a distance of 110.18 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 64°10'27" W, a distance of 52.20 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the east right-of-way line of Bulverde Road;

THENCE: Departing the boundary of the 0.034-acre tract, along and with the east right-of-way line of Bulverde Road the following bearings and distances;

N 41°59'45" W, a distance of 123.38 feet to a found ½" iron rod at a point of curvature;

Northeasterly with a curve to the right, said curve having a radius of 999.00 feet, a central angle of 31°27'02", a chord bearing and distance of N 26°16'14" W, 541.51 feet and an arc length of 548.37 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at a point of tangency;

N 10°32'43" W, a distance of 219.57 feet to a found ½" iron rod at the northwest corner of the aforementioned 194.2434 acre tract, the west corner of a 1394.189 acre tract recorded in Volume 5792, Pages 1701-1709 of the Official Public Records of Real Property of Bexar County, Texas and at an angle point;

THENCE: N 89°24'59" E, departing the east right-of-way line of Bulverde road, along and with the south line of the 1,394.189 acre tract, a distance of 4,090.16 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson" at the northwest corner of a 403.9458 acre tract described in instrument recorded in Volume 5257, Pages 1293-1301 of the Official Public Records of Real Property of Bexar County, Texas and the northeast corner of the aforementioned 194.2434 acre tract;

THENCE: S 19°21'43" W, along and with the west line of the 403.9458 acre tract, a distance of 1,027.05 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point, (S17°48'10" W, 1,026.69 feet by deed);

THENCE: S 89°26'18" W, along and with the 403.9458 acre tract, a distance of 480.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

THENCE: S 00°19'34" E, along and with the 403.9458 acre tract, passing at 1,437.69 feet a found 60 penny nail at the northwest corner of Fossil Creek Subdivision, Unit 1, and continuing for a total distance of 2,422.64 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point, (S 01°56'52" E, 2,422.66 feet by deed);

THENCE: S 60°02'12" W, along and with Fossil Creek Subdivision, Unit 1, a distance of 500.02 feet to the POINT OF BEGINNING and containing 187.20 acres of land, in Bexar County, Texas. Said tract being described in accordance with a survey prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: October 18, 2002

JOB No.: 3538-24

DOC.ID.: 3538\24\Word\FN\021018-a1-194

TRACT FOUR

A 785.4 acre, or 34,210,000 square feet, tract of land being the remainder of that 927.064 acre tract described in deed from Henry Van de Walle et al to Dan F. Parman in Volume 3089, Page 1393-1399 of the Official Public Records of Real Property of Bexar County, Texas, and conveyed to Peter Wolverton in Volume 5382, Page 756-764 of the Official Public Records of Real Property of Bexar County, Texas out of the E. Martin Survey 89, Abstract 524, County Block 4909, the E. Gonzales Survey 441, Abstract 288, County Block 4902, the Salvador Flores Survey No. 440, Abstract 243, County Block 4907, the Jil Jimenez Survey 358, Abstract 821(Bexar) 682(Comal), County Block 4905, the W. H. Hughes Survey No. 478, Abstract 345(Bexar) 364(Comal), County Block 4906, and the F. Valdez Survey No. 478½, Abstract 787, County Block 4908, in Bexar and Comal Counties, Texas. Said 785.4 acres being more particularly described as follows:

BEGINNING: at a set ½" iron rod with yellow cap marked "Pape-Dawson" at the southernmost corner of this tract, on the south line of said 927.064 acre tract, at the southwest corner of a 99.900 acre tract out of said 927.064 acre tract, the southwest corner of said 99.900 acre tract and said 927.064 acre tract being S 64°40'20" E, a distance of 780.00 feet to a found ½" iron rod, S 65°48'16" E, a distance of 1696.16 feet to a found ½" iron rod;

THENCE: Along and with the south line of said 927.064 acre tract the following calls and distances:

N 65°40'20"W, at 29.25 feet passing the northeast corner of a 51.788 acre tract conveyed to John B. Webb in Volume 7002, Page 658-682 of the Official Public Records of Real Property of Bexar County, Texas, and continuing with the south line of said 927.064 acre tract for a total distance of 1636.13 feet to a found ½" iron rod;

N 49°15'20"W, a distance of 1274.99 feet to a found ½" iron rod at the northwest corner of said 51.788 acre tract, the northeast corner of a 1394.189 acre tract conveyed to Lumbermans Investment Corporation in Volume 5792, Page 1701-1709 of the Official Public Records of Real Property of Bexar County, Texas, by deed N 50°51'38" W, 1276.71 feet;

N 50°09'55"W, a distance of 253.64 feet to a found ½" iron rod, by deed N 51°46'13"W, 246.49 feet;

N 54°11'40"W, a distance of 5267.86 feet to a found ½" iron rod in a 30" Live Oak, by deed N 55°47'33" W, 5276.83 feet;

N 54°16'26"W, a distance of 3325.13 feet to a found ½" iron rod at the southwest corner of the said 927.064 acres, the northwest corner of said 1394.189 acre tract, on the southeast line of a 1350.297 acre tract conveyed to the Poerner Family Partnership in Volume 4869, Page 292-312 of the Official Public Records of Real Property of Bexar County, Texas, by deed N 55°52'19" W, 3325.35 feet;

THENCE: N 54°59'55"E, a distance of 2448.93 feet to a found ½" iron rod at the northwest corner of said 927.064 acre tract, by deed N 53°24'02" E, 2449.06 feet;

THENCE: Continuing with the north line of said 927.064 acre tract the following calls and distances:

S 41°19'21"E, a distance of 1536.97 feet to a found ½" iron rod, by deed S 42°55'36" E, 1536.87 feet;

N 79°13'24"E, a distance of 849.81 feet to a found ½" iron rod, by deed N 77°37'30" E, 849.79 feet;

S 80°58'59"E, a distance of 1577.28 feet to a found ½" iron rod in 18" Cedar, by deed S 82°36'03" E, 1577.43 feet;

S 19°36'38"E, a distance of 238.56 feet to a found ½" iron rod in 17" Cedar, by deed S 21°16'00" E, 238.76 feet;

S 31°12'31"E, a distance of 408.74 feet to a found ½" iron rod in 20" Cedar, by deed S 32°46'48" E, 408.62 feet;

THENCE: S 38°28'19"E, a distance of 513.61 feet to a found ½" iron rod at the north corner of a 7.312 acre tract conveyed to John L. and Mary H. McClung in Volume 6934, Page 826-829 of the Official Public Records of Real Property of Bexar County, Texas, the north corner of that 40.955 acre tract out of said 927.064 acre tract conveyed to John O. Spice in Volume 6932, Page 279-286 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Along and with the south line of said 40.955 acre tract the following calls and distances:

S 76°31'41"W, a distance of 408.43 feet to a set ½" iron rod with cap marked "Pape-Dawson", by deed S74°57'31" W, 408.99 feet;

S 09°28'05"E, a distance of 244.99 feet to a found ½" iron rod, by deed S 11°10'57"E, 245.63 feet;

S 44°28'05"E, a distance of 310.27 feet to a found ½" iron rod, by deed S 46°10'57" E, a distance of 310.00 feet;

S 59°36'52"E, a distance of 289.82 feet to a found ½" iron rod, by deed S 61°10'57" E, 290.07 feet;

S 88°19'58"E, a distance of 1558.63 feet to a found ½" iron rod, by deed East 1558.42 feet;

S 66°02'47"E, a distance of 318.27 feet to a found ½" iron rod, by deed S 67°40'05" E, 318.43 feet;

S 88°18'36"E, a distance of 895.37 feet to a found ½" iron rod, by deed East, 894.76 feet;

N 74°47'26"E, a distance of 418.72 feet to a found ½" iron rod, bent, by deed N 73°10'20" E, 417.94 feet;

S 88°07'27"E, at 626 feet passing the centerline of the Cibolo Creek and continuing for a total distance of 954.80 feet to a found ½" iron rod at the southeast corner of said 40.955 acre tract, on the east line of said 927.064 acre tract;

THENCE: Along and with the east line of said 927.064 acre tract the following calls and distances:

S 16°12'32"E, a distance of 527.73 feet to a set ½" iron rod with cap marked "Pape-Dawson" in the centerline of said Cibolo Creek, by deed S 17°50'29" E;

THENCE: S 63°21'01"E, a distance of 311.99 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the northeast corner of the said E. Martin Survey, on the south line of the said W. H. Hughes Survey 478, from which a 60" Live Oak bears N 43°E, a distance of 32.6 feet (11 ¼ varas) called a double 20" Live Oak in the deed of 392.0 acres from Dierks to 4D Bar Ranch recorded in Document 98-06026868 of the Official Records of Comal County, by deed S63°15'29"E, 328.78 feet;

THENCE: S 10°13'15"E, along and with the west line of said 392.0 acres, called as southerly line of the Joseph Thompson Survey 758, a distance of 2453.77 feet to a set ½" iron rod with cap marked "Pape-Dawson" in the centerline of the Cibolo Creek, the northeast corner of the aforementioned 99.900 acre tract, by deed S 11°45'29" E;

THENCE: Along and with the north and west line of said 99.900 acre tract the following calls and distances:

S 79°50'41" W, a distance of 1149.13 feet to a set ½" iron rod with cap marked "Pape-Dawson", by deed S78°14'31"W, 1150.73 feet;

S 08°48'58" W, a distance of 1577.45 feet to a set ½" iron rod with cap marked "Pape-Dawson", by deed S 07°12'48" W, 1577.45 feet;

THENCE: S 24°18'58"W, a distance of 249.84 feet, by deed S 22°42'48" W, 250.00 feet, to the POINT OF BEGINNING and containing 785.4 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc..

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: September 19, 2000

JOB No.: 9988-00

DOC.ID.: N:\SURVEY00\0-10000\9988-00\9988-00.doc

TRACT FIVE

A 2.858 acre, or 124,493 square feet, more or less, tract of land being out of that 194.2434 acre tract recorded in Volume 3812, Pages 1580-1584 of the Official Public Records of Real Property of Bexar County, Texas, and being out of the W. M. Brisbin Survey No. 89½, Abstract 54, County Block 4900 of Bexar County Texas. Said 2.858 acre tract being more fully described as follows:

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson" in the west right-of-way line of Bulverde Road, an 86-foot right-of-way, said iron rod located 43.00 feet left of Bulverde Road center line Station 39+03.31, at the most southerly northeast corner of Parcel 12F, a 1.904 acre tract of land being a portion of the old right-of-way of Bulverde Road;

THENCE: Departing the west right-of-way line of Bulverde Road, along and with the east line of Parcel 12F the following bearings and distances;

S 87°28'16"W, a distance of 418.13 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 73°07'57"W, a distance of 151.84 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 30°12'08"W, a distance of 113.80 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 01°05'28"E, a distance of 97.95 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 33°47'18"E, a distance of 229.50 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the west right-of-way line of said Bulverde Road;

THENCE: Northeasterly, along and with the west right-of-way line of Bulverde Road, with a curve to the left, said curve having a radial bearing of N 55°47'04" E, a radius of 1088.00 feet, a central angle of 24°33'41", a chord bearing and distance of S 46°29'46" E, 462.84 feet and an arc length of 466.40 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: S 58°46'37"E, along and with the west right-of-way line of Bulverde Road, a distance of 181.34 feet to the POINT OF BEGINNING and containing 2.858 acres of land in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: July 17, 2001

JOB No.: 3538-17

DOC.ID.: F:\Data\3767 City of San Antonio\007 Cibolo Creek project\Annexation\Complete Documents\Services Agreement 12-06-02 v2.wpd

TRACT SIX

A 0.4893 acre, or 21,313 square feet, more or less tract of land being out of that 194.2434 acre tract recorded in Volume 3812, Pages 1580-1584 of the Official Public Records of Real Property of Bexar County, Texas, and being out of the W.M. Brisbin Survey No. 89½, Abstract 54, County Block 4900 of Bexar County Texas. Said 0.4893 acre tract being more fully described as follows:

BEGINNING At a set ½" iron rod with a yellow cap marked "Pape-Dawson" in the west right-of-way line of Bulverde Road, an 86-foot right-of-way, said iron rod located 43.00 feet left of Bulverde Road center line Station 21+68.58 at the southeast corner of this tract;

THENCE: S 60°26'26"W, departing the west right-of-way line of Bulverde Road, a distance of 26.83 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the east line of Parcel 12D, a 0.769 acre tract of land being a portion of the old right-of-way of Bulverde Road;

THENCE: Along and with the east line of Parcel 12D, the following bearings and distances;

N 32°32'25"W, a distance of 52.11 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 47°54'19"W, a distance of 128.87 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 27°44'21"W, a distance of 98.42 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at an angle point;

N 04°41'26"W, a distance of 135.59 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" in the west right-of-way line of Bulverde Road;

THENCE: Southeasterly, along and with the west right-of-way line of Bulverde Road, along the arc of a curve to the right, said curve having a radial bearing of S49°42'58" W, a radius of 1227.00 feet, a central angle of 18°34'00", a chord bearing and distance of S 31°00'02" E, 395.87 feet, and an arc length of 397.61 feet to the POINT OF BEGINNING and containing 0.4893 acres of land in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc..

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: July 17, 2001

JOB No.: 3538-17

DOC.ID.: F:\Data\3767 City of San Antonio\007 Cibolo Creek project\Annexation\Complete Documents\Services Agreement 12-06-02 v2.wpd